

4/22/2020

Summary - MyCase

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The Ohio Security Insurance Company v. Best Inn Midwest, LLC

Case Number 49D13-2003-PL-011918
 Court Marion Superior Court, Civil Division 13
 Type PL - Civil Plenary
 Filed 03/19/2020
 Status 03/19/2020 , Pending (active)

Parties to the Case

Defendant Best Inn Midwest, LLC

Attorney

Christopher James Martindale
 #3283449, Retained

P.O. Box 22693
 Indianapolis, IN 46222
 765-716-6213(W)

Plaintiff The Ohio Security Insurance Company

Attorney

Joseph M Dietz
 #466449, Retained

251 East Ohio Street
 Suite 830
 Indianapolis, IN 46204
 317-637-1383(W)

Chronological Case Summary

03/19/2020 Case Opened as a New Filing

03/19/2020 Appearance Filed

Appearance of Attorney Joseph M. Dietz on behalf of The Ohio Security Insurance Company

For Party: The Ohio Security Insurance Company
 File Stamp: 03/19/2020

03/19/2020 Complaint/Equivalent Pleading Filed

Complaint for Declaratory Judgment

Filed By: The Ohio Security Insurance Company
 File Stamp: 03/19/2020

03/23/2020 Answer Filed

Amended Complaint for Declaratory Judgment

Filed By: The Ohio Security Insurance Company
 File Stamp: 03/21/2020

4/22/2020

Summary - MyCase

03/23/2020 Subpoena/Summons Filed

Amended Summons

Filed By: The Ohio Security Insurance Company
 File Stamp: 03/21/2020

04/16/2020 Appearance Filed

Appearance for Defendant

For Party: Best Inn Midwest, LLC
 File Stamp: 04/15/2020

04/16/2020 Motion for Enlargement of Time Filed

Initial Motion for Enlargement of Time

Filed By: Best Inn Midwest, LLC
 File Stamp: 04/15/2020

Financial Information

* Financial Balances reflected are current representations of transactions processed by the Clerk's Office. Please note that any balance due does not reflect interest that has accrued – if applicable – since the last payment. For questions/concerns regarding balances shown, please contact the Clerk's Office.

The Ohio Security Insurance Company

Plaintiff

Balance Due (as of 04/21/2020)

0.00

Charge Summary

Description	Amount	Credit	Payment
Court Costs and Filing Fees	157.00	0.00	157.00

Transaction Summary

Date	Description	Amount
03/19/2020	Transaction Assessment	157.00
03/19/2020	Electronic Payment	(157.00)

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Summary - MyCase

AMENDED SUMMONS

In the Marion County Superior Court, Room No. _____

Filed: 3/21/2020 3:43 PM
Clerk
Marion County, IndianaThe Ohio Security Insurance
Company

Plaintiff,

v.

Cause No. _____

Best Inn Midwest, LLC

Defendant.

TO DEFENDANT: Best Inn Midwest, LLC
 c/o Registered Agent Ashok Reddy
 P.O. Box 2535
 Issaquah, WA 98027

You are hereby notified that you have been sued by the person named as Plaintiff and in the Court indicated above.

The nature of the suit against you is stated in the complaint which is attached to this Amended Summons. It also states the relief sought or the demand made against you by the Plaintiff.

An answer or other appropriate response in writing to the complaint must be filed either by you or your attorney within twenty (20) days, commencing the day after you receive this Amended Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by Plaintiff.

If you have a claim for relief against the Plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

3/23/2020

Dated: _____
Mylena A. Eldridge
 Clerk, Marion County Superior Court



(The following manner of service of summons is hereby designated.)

- ☒ Registered or certified mail.
☐ Service at place of employment, to-wit: _____
☐ Service on individual C (Personal or copy) at above address.
☐ Service on agent. (Specify) _____
☐ Other service. (Specify) _____

Joseph M. Dietz, I.D. #4664-49
 MEILS THOMPSON DIETZ & BERISH
 251 East Ohio Street, Suite 830
 Indianapolis, Indiana 46204
 (317) 637-1383
 Attorney for Plaintiff

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this summons on the _____ day of _____, 2020:

(1) By delivering a copy of the Summons and a copy of the Complaint to the Defendant.

(2) By leaving a copy of the Summons and a copy of the by mailing a copy of said summons to said Defendant at the above address.

(3) Other Service or Remarks: _____

Sheriff's Costs

Sheriff

By: _____
Deputy

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 2020, I mailed a copy of this Summons and a copy of the Complaint to the Defendant, Best Inn Midwest, LLC, by Certified mail, requesting a return receipt, at the address furnished by the Plaintiff.

Clerk, Marion County Superior Court

Dated: _____, 2020.

By: _____
Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to Defendant Best Inn Midwest, LLC was accepted by the Defendant on the _____ day of _____, 2020.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint was returned not accepted on the _____ day of _____, 2020.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to Defendant Best Inn Midwest, LLC was accepted by _____ on behalf of said Defendant on the _____ day of _____, 2020.

Clerk, Marion County Superior Court

By: _____
Deputy

STATE OF INDIANA)	IN THE MARION COUNTY SUPERIOR COURT
)	
) SS:	
COUNTY OF MARION)	CAUSE NO.: 49D13-2003-PL-011918
THE OHIO SECURITY)	
INSURANCE COMPANY)	
)	
Plaintiff,)	
v.)	
)	
BEST INN MIDWEST, LLC)	
)	
Defendant.)	

AMENDED COMPLAINT FOR DECLARATORY JUDGMENT

Comes now the Plaintiff, The Ohio Security Insurance Company, by counsel, and for its amended complaint seeking a declaratory judgment in this matter states the following:

- 1.) The Ohio Security Insurance Company is a foreign insurer registered to do business in the State of Indiana. Its main office is 175 Berkeley Street, Boston, MA 02116, and The Ohio Security Insurance Company is a member of the Liberty Mutual Insurance Company.
- 2.) On December 20, 2018 the Plaintiff The Ohio Security Insurance Company issued policy number BKS58432709 to the named insured Best Inn Midwest, LLC.
- 3.) The Best Inn Midwest, LLC is an Indiana limited liability company that owns and operates a hotel at 4505 S. Harding Street, Indianapolis, IN 46217-9266.
- 4.) A copy of the insurance contract between the parties is attached below as Exhibit (A). The policy period was from December 20, 2018 to December 20, 2019.
- 5.) On August 3, 2019 the insured Best Inn Midwest, LLC reported under claim number 23574253 a loss which occurred on August 1, 2019 at the hotel located at 4505 S. Harding Street, Indianapolis, IN 46217-9266 involving alleged water leaking in the hotel. It was reported

that the health department had closed this hotel in July 2019 and that there was a flat roof leak, drywall damage, and sewage water in the hotel.

6.) On or about September 9, 2019, the insured Best Inn Midwest, LLC reported under claim number 23586875 a loss which occurred on August 23, 2019 alleging metal had been removed from the roof of the hotel and was missing. It was also reported that an air conditioner was stripped of copper piping and was missing parts, and that televisions and refrigerators were stolen.

7.) On or about September 25, 2019 the insured Best Inn Midwest, LLC reported a loss under claim number 23592598 which occurred on September 19, 2019 involving broken walls with copper being removed from the walls and the ceiling of the restaurant and main sanctuary area of the hotel.

8.) The Plaintiff Ohio Security investigated these three claims and denied coverage for these claims under the insurance contract. The insured Best Inn Midwest LLC disagrees.

9.) All three claims involved allegations of overlapping damage being made by the insured such that the damages asserted in claim number 23574253 was repeated to a certain extent in claim number 23586875 and in claim number 23592598.

10.) Inspections of the hotel on August 6, 2019 and on September 25, 2019 indicated that the alleged losses involved heavy wear, tear, and deterioration of the hotel structure which was not a covered cause of loss under the insurance contract. Also the inspections revealed no evidence of forced entry or theft at the hotel but again serious evidence of neglect of maintenance and the upkeep of the structure of the hotel existed.

11.) Copies of the letters from the Plaintiff Ohio Security to the defendant Best Inn Midwest, LLC explaining the grounds for the denial of these claims are attached below as Exhibits (B), (C), and (D).

12.) The Plaintiff The Ohio Security Insurance Company seeks a declaratory judgment declaring that there is no coverage under the parties' insurance contract for the claims of loss made under these three claim numbers referred to above.

13.) In addition to the three claim numbers cited above which have been denied by the Plaintiff Ohio Security, the Defendant Best Inn Midwest, LLC has made 11 other claims under the policy which are currently being investigated by the Plaintiff and are subject to an examination under oath which has been requested of the Defendant but has not yet been obtained. The Plaintiff Ohio Security has requested the Defendant Best Inn to produce documents and other items of information concerning the other alleged 11 claims subject to the examination under oath, and the Plaintiff Ohio Security has not yet received that information so requested. Depending upon the information produced by Best Inn Midwest, LLC and the subsequent examination under oath to be held, it may be necessary to amend this complaint for a declaratory judgment to include potential future actions on other claims.

WHEREFORE, the Plaintiff The Ohio Security Insurance Company prays the Court enter a declaratory judgment ruling as a matter of law that the three claims cited above are not covered under the parties' insurance contract and that the Plaintiff Ohio Security has no legal obligation to compensate or pay proceeds under the policy for those claims previously denied, and the Plaintiff Ohio Security prays the Court enter all other proper relief.

/s/ Joseph M. Dietz
Joseph M. Dietz, #4664-49
Attorney for the Plaintiff

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